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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CC.MEXICANO.US, LLC,
 a Nevada limited liability company,

Plaintiff,

vs.

AERO II AVIATION, INC., a Delaware
 Corporation; GEORGE W. BLOOD, an
 individual; STEPHEN L. CRITTENDEN, an
 individual; DOES 1-20, inclusive; and ROE
 ENTITIES 1-20, inclusive,

Defendants.

Case No. 2-14-v-00108-JCM-NJK

**STIPULATION AND ~~(PROPOSED)~~
 PROTECTIVE ORDER**

AS AMENDED, PAGE 6-7

IT IS HEREBY STIPULATED by and between Plaintiff, CC.MEXICANO.US,
 LLC, and Defendants, AERO II AVIATION, INC., and GEORGE W. BLOOD, by and
 through their respective counsel of record, that in order to facilitate the exchange of
 information and documents which may be subject to confidentiality limitations on disclosure

1 due to federal laws, state laws, and privacy rights, the aforesaid parties (“Parties”) stipulate to
2 the following protective order:

3
4 It is ordered:

5 1. Framework and Scope of Order.

- 6 a. This order governs all discovery in this action, court filings and all material
7 which a producing party has designated as confidential in this action.
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9 b. Any person receiving confidential material shall not disclose that material to
10 any person, except a person authorized to receive the material pursuant to this
11 order, and shall make such disclosure only in strict compliance with this order.
12
13 c. Any person or party providing its confidential material retains the right to
14 disclose the material by waiving restrictions in this order for a particular
15 purpose or use.
16
17 d. The use of any confidential material for the purpose of any hearing or trial
18 which is open to the public is not addressed in this order, and will be the subject
19 of future agreement or order as the need may arise.
20

- 21 2. Definition of Confidential Information. For the purpose of this order, “Confidential
22 Information” means any information of any kind the producing party designates as
23 confidential in the manner specified in this order by the party supplying the
24 information, and all copies of such designated material. Confidential Information may
25 be contained in documents, testimony in depositions, exhibits, interrogatory answer,
26 responses to requests for admission, briefs, or otherwise. Any materials which
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1 reproduce, paraphrase, summarize, or otherwise contain Confidential Information are
2 also confidential in the same category as the original material.

3
4 3. Authorized Persons. Except for the rights retained in paragraph 1(d) above, access to
5 Confidential Information is restricted to the following authorized persons:

- 6 a. Parties to this action;
- 7
8 b. Attorneys of record (including attorneys designated in court papers as “of
9 counsel”) in this lawsuit and employees of such attorneys to whom it is
10 necessary that the material be shown for purposes of this litigation;
- 11
12 c. Independent persons retained by a party or its attorneys of record in this action
13 to assist in the preparation of this action for trial (such as independent technical
14 experts, economists, accountants, other attorneys, expert witnesses and other
15 consultants, and the necessarily involved employees of such persons), provided
16 such person executes the agreement referenced in paragraph 9 of this stipulation
17 and order;
- 18
19 d. This court and its employees;
- 20
21 e. Court reporters transcribing testimony taken in this action and notarizing
22 officers;
- 23
24 f. As to any document containing confidential material, the person who generated
25 the material or authorized the document or was an addressee of the document is
26 an authorized person with respect to that document in the context of the
27 deposition testimony or interrogatories addressed to that party; and
28

1 g. Any other person that the designating party agrees to in writing.

2 4. Designating Confidential Material. The first page of a document which contains
3 confidential material shall be prominently marked as "Confidential Information." The
4 markings apply to documents produced, exhibits, discovery requests and responses,
5 motion papers, and all other documents which reproduce, paraphrase, summarize, or
6 otherwise contain confidential material.
7

8 5. Designating "Attorneys Only." "Confidential Information: Attorneys Only" shall
9 mean any Confidential Information as defined above and designated as "Confidential
10 Information" pursuant to paragraph 4 above and which counsel also designates with
11 the language "Attorneys Only." Such designation shall be made only as to those items
12 for which counsel for the party making such designation believes the following:
13

- 14 a. It is possible that one or more of the adverse parties do not already know
15 material portions of such Confidential Information;
16
17 b. The information constitutes or contains highly sensitive financial, proprietary,
18 trade secret or other information; and
19
20 c. Violation of this order by the use of such information by the adverse parties
21 would be difficult to detect or establish.
22

23 Any content deemed "Confidential Information: Attorneys Only," including any briefs
24 or derivative material citing to or otherwise setting forth such information, may be
25 observed and used only by counsel who have appeared in this action, paralegal and
26 office or other support staff assisting counsel in the preparation of this case for trial
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1 who need this information in order to perform their work. Such information may not
2 be disclosed to the parties to the action, nor to any other person or persons, including,
3 without limitation, expert witnesses or consultants, except as provided in paragraph 6
4 below. All other provisions of this order shall be fully applicable thereto. Such
5 designations shall be used sparingly and shall be removed as soon as possible upon
6 determination that the conditions specified above no longer exist.
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- 9 6. Further Disclosure of "Attorneys Only" Information. If any attorney for any party in
10 this litigation desires to give, show, make available or communicate to any person,
11 including an employee of a party or expert witness or consultant, any "Confidential
12 Information: Attorneys Only" material, the attorney must first disclose to the providing
13 party the identity of the person to whom he/she desires to give/disclose the
14 document/confidential information, a description of information to be disclosed and
15 the purpose of the disclosure. The providing party has seven (7) calendar days
16 (including weekends) to object, in writing and in good faith, to the disclosure. If the
17 providing party does not object, in writing, within seven (7) calendar days, said
18 objection shall be deemed waived and the party shall be permitted to disclose the
19 document/confidential information to said person. If an objection is received within
20 seven (7) calendar days, the receiving party shall not disclose documents/confidential
21 information to said person, but may seek leave of court to make the disclosure in
22 question.
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1 7. Depositions. Counsel for any party or for a witness may orally on the record designate
 2 deposition testimony as confidential material during the course of a deposition in
 3 which case the court reporter shall place such exhibits and the transcription of the
 4 testimony so designated in a separate volume marked "Confidential Information."
 5 Confidential material may be used by a receiving party to examine a witness at a
 6 deposition only if the witness is an authorized person to receive such material. Any
 7 person who is otherwise present at the deposition shall be excused from that portion of
 8 the deposition that the attorney for a party or witness designates contains confidential
 9 material if that person is not an authorized person to whom such material may be
 10 disclosed. Any deposition exhibit or testimony portion so designated shall not be filed
 11 with the court except in accordance with paragraph 8 of this order.

12 8. Filing Confidential Material With the Court. Subject to court rules, all motions, briefs,
 13 discovery requests and responses, exhibits, deposition transcripts, and other documents
 14 which produce, summarize or otherwise contain any material designated as
 15 Confidential Information" by a party, if filed with the court, shall be filed in a sealed
 16 envelope which shall be labeled with the caption of this action, a description of the
 17 contents of the envelope, and the following (or an equivalent) statement:

18
 19 See order issued
 20 concurrently herewith
 21
 22
 23
 24 CONFIDENTIAL. THIS DOCUMENT CONTAINS
 25 CONFIDENTIAL INFORMATION COVERED BY A
 26 PROTECTIVE ORDER ENTERED IN THE CASE ENTITLED
 27 CC.MEXICANO.US, LLC vs. AERO II AVIATION, INC., ET AL.,
 28 CASE NO. 2-14-v-00108-JCM-NJK, AND IS SUBMITTED
 UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER
 AND IS NOT TO BE OPENED, NOR THE CONTENTS

1 DISPLAYED OR REVEALED, EXCEPT BY ORDER OF THE
2 COURT.

3 Such material shall be kept sealed by the clerk of the court with access only to the
4 court and its employees and counsel for the parties. Confidential portions of papers
5 filed in court may be separately filed in a sealed envelope, with the rest of the papers
6 unsealed.
7

8 9. Authorized Person Acknowledgment. Before disclosing confidential material to any
9 authorized person, except to an attorney of record, counsel for the party making such
10 disclosure shall provide each such person with a copy of this order, shall advise each
11 such person not to disclose any Confidential Information to any other person and that
12 violation of this protective order will subject such person to the sanctions of this court,
13 and each such person shall agree in writing to comply with the terms of this order in
14 the form of the exhibit to this order. The original acknowledgments shall be
15 maintained by the attorney for the party who designated such person. This order shall
16 bind all parties whether or not an agreement in writing is obtained.
17

18 10. Discovery From Third Parties. When documents, testimony, or other material is
19 sought in discovery in this action from a person (including any business entity) who is
20 not a party, any party who has a claim of confidentiality may designate certain
21 documents or a category of documents, and certain testimony, as "Confidential
22 Information" under this order, and the person from whom discovery is sought may
23 similarly make such designation. Documents and material so designated shall be
24 treated under the provisions of this order.
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1 11. Inadvertent Disclosure. The inadvertent production of any privileged or otherwise
2 protected material, and also the inadvertent production of material without an
3 appropriate designation of confidentiality, is not deemed a waiver or impairment of
4 any privilege or protection, or of the confidential nature of such material, either as to
5 the specific material or on the same or related subject matter. After notice that
6 privileged material or work product material was inadvertently produced, all such
7 material and copies shall be returned within two (2) business days. Any document
8 internally generated based on such material shall be destroyed. On receiving notice
9 that confidential material was not properly designated, all such material shall be
10 redesignated and treated appropriately. All internally generated documents based on
11 such material shall be treated under such redesignation.

12 12. Protection of Confidential Material. Counsel for the parties to whom confidential
13 material has been furnished shall be responsible for restricting disclosure under the
14 provisions of this agreement. No copies of confidential material shall be made except
15 to the extent necessary for this lawsuit. All copies of confidential material shall be
16 kept in secure areas at the offices of outside counsel or persons of the kind described in
17 paragraph 3 or in the personal custody and control of such persons. Confidential
18 material shall be used by the person receiving them only for the purposes of preparing
19 for, conducting, participating in the conduct of, and/or prosecuting and/or defending
20 the proceeding, and not for any business or other purpose whatsoever.

1 13. Challenging a Designation. Any Party may challenge at any time the propriety of a
2 designation of material as “Confidential Information,” or “Confidential Information:
3 Attorneys Only.” Before seeking relief from the court, the Parties shall attempt to
4 resolve the dispute in good faith and on an informal basis. If the Parties cannot resolve
5 the dispute, the challenging Party may apply to the court for an in camera examination
6 of the material designated as “Confidential Information,” or “Confidential Information:
7 Attorneys Only,” and for a determination of the propriety of the designation. The
8 confidential designation shall continue pending the resolution of the challenge.
9

10 14. No Admission. The designation by a disclosing party of material as “Confidential
11 Information” is intended solely to facilitate the preparation and trial of this action.
12 Such designation is not an admission by any party that the designated disclosure
13 constitutes or contains any confidential material. Disclosure of confidential material is
14 not a waiver of any right of the producing party to object to admissibility.
15

16 15. Conclusion of Action. Within forty-five (45) days of the final determination of this
17 action, all documents subject to the provisions of this order, shall be delivered by
18 counsel for the receiving party to counsel for the producing party or shall be destroyed,
19 and counsel for the receiving party shall certify in writing to the producing party that
20 all such documents have been destroyed. For example, all copies or summaries,
21 memorandum and notes, reflecting the contents or substance of such documents shall
22 either be delivered or destroyed as described above. The provisions of this or any
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1 other order entered in this action restricting the disclosure or use of confidential
2 material shall continue to be binding at the conclusion of this action.
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4 16. Modification or Termination. This order may be modified or terminated, as between
5 the parties hereto, by written agreement of the parties. This order may also be
6 modified or terminated pursuant to further order of this Court.
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8 17. Any Party to the proceeding who has not executed this Stipulation and Protective
9 Order as of the time it was presented to the Court for signature may thereafter become
10 a Party to this Stipulation and Protective Order by its counsel's signing and dating a
11 copy thereof and filing the same with the Court, and serving copies of such signed and
12 dated copy upon the other Parties to this Stipulation and Protective Order.
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14 18. If any person subject to this Stipulation and Protective Order who has custody of any
15 Confidential Information receives a subpoena or other process ("Subpoena") from any
16 government or other person or entity demanding production of the Confidential
17 Information, the recipient of the Subpoena shall promptly give notice of the same by
18 electronic mail transmission, followed by either express mail or overnight delivery to
19 counsel of record for the producing party, and shall furnish such counsel with a copy
20 of the Subpoena. Upon receipt of this notice, the producing party may, in its sole
21 discretion and at its own cost, move to oppose production of the Confidential
22 Information, and/or seek to obtain confidential treatment of such materials from the
23 subpoenaing party or entity to the fullest extent available under the law. The recipient
24 of the Subpoena may not produce any such confidential documents, testimony, or
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1 information pursuant to the Subpoena prior to the date specified for production on the
2 Subpoena.
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4 19. This Stipulation and Protective Order is entered into without prejudice to the right of
5 any Party to knowingly waive the applicability of this Stipulation and Protective Order
6 to any Confidential Materials designated by that Party. If the producing party uses
7 Confidential Information in a non-Confidential manner, then the producing party shall
8 advise that the designation no longer applies.
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20. It is the Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production of Confidential Information under the terms herein.

IT IS SO STIPULATED AND AGREED by the undersigned counsel of record:

THE AMIN LAW GROUP, NV., LTD.

By: // Lawrence Kulp //
ISMAIL AMIN, ESQ.
LAWRENCE KULP, ESQ.
CYRUS SAFA, ESQ.
Attorneys for Plaintiff

Dated: August 13, 2015

GARMAN TURNER GORDON LLP

By: // Eric R. Olsen //
ERIC R. OLSEN, ESQ.
Attorneys for Defendants,
Aero II Aviation, Inc., and
George W. Blood

Dated: August 13, 2015

IT IS SO ORDERED:


United States Magistrate Judge

Dated: August 14, 2015

EXHIBIT 1

ACKNOWLEDGMENT CONCERNING CONFIDENTIAL MATERIAL

The undersigned acknowledges:

1. I have read the Stipulation and Protective Order (the "Order") entered in this litigation by the Court.
2. I understand its terms and that I may be subject to sanctions by the court for contempt for violation of this order
3. I have been designated by _____ [insert party name] as an authorized person under the order, and I individually and on behalf of _____ [insert party name] agree to be bound by the terms of the order.

Signature

Print Name

Date Signed: _____